

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

JAVONKA NELSON,
Plaintiff,

vs.

**GC SERVICES LIMITED
PARTNERSHIP; and DOES 1
through 10, inclusive,**
Defendant.

Civil Action No.

**COMPLAINT AND DEMAND
FOR JURY**

COMPLAINT

I. INTRODUCTION

1. This is an action for actual and statutory damages brought by plaintiff Javonka Nelson, an individual consumer, against defendant GC Services Limited Partnership, for violations of the law including, but not limited to, violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter “FDCPA”), which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

II. JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1331 and 1337. Venue in this District is proper in that the

Defendant transacts business here and the conduct complained of occurred here.

III. PARTIES

3. Plaintiff, Javonka Nelson is a consumer, a natural person allegedly obligated to pay any debt, residing in the state of Alaska.

4. Defendant, GC Services Limited Partnership is a foreign limited partnership engaged in the business of collecting debt in this state with its principal place of business located in Harris County, in the state of Texas.

The principal purpose of Defendant is the collection of debts in this state and Defendant regularly attempts to collect debts alleged to be due another.

5. Defendant is engaged in the collection of debts from consumers using the mail and telephone. Defendant regularly attempts to collect consumer debts alleged to be due to another. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

IV. FACTUAL ALLEGATIONS

6. Upon information and belief, within one year prior to the filing of this complaint, Defendant placed collection calls to Plaintiff, seeking and demanding payment for an alleged consumer debt owed under an account number.

7. The debt that Defendant is attempting to collect on is an alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.
8. Upon information and belief, Defendant began contacting Plaintiff and placing collection calls to Plaintiff prior to July 9, 2012.
9. Upon information and belief, within one year prior to the filing of this complaint, Defendant told Plaintiff that it would garnish her wages itself, when it cannot do so, and only the creditor can possibly seek to attain such a result.
10. Upon information and belief, within one year prior to the filing of this complaint, Defendant continued to call Plaintiff while she worked, without her consent, after having already been given reason to know that this inconvenienced Plaintiff and/or was prohibited.
11. Upon information and belief, within one year prior to the filing of this complaint, Defendant did not send Plaintiff proper statutory written notice within five (5) days and the possible seven (7) extra days of having initially spoken with Plaintiff.

12. As a result of the acts alleged above, Plaintiff suffered emotional distress resulting in her feeling stressed, and embarrassed, amongst other negative emotions.

V. COUNTS

COUNT – VIOLATIONS OF THE FDCPA

13. Plaintiff repeats and realleges and incorporates by reference to the foregoing paragraphs.

14. Defendant violated the FDCPA. Defendant's violations include, but are not limited to, the following:

- (a) Defendant violated §1692f of the FDCPA by using unfair or unconscionable means in connection with the collection of an alleged debt; and
- (b) Defendant violated §1692e(10) of the FDCPA by using false, deceptive, or misleading representation or means in connection with the collection of Plaintiff's alleged debt; and
- (c) Defendant violated §1692e(2)(B) of the FDCPA by falsely

representing the services rendered or compensation which may be lawfully received by the Defendant for the collection of the alleged debt; and

(d) Defendant violated §1692e(5) of the FDCPA by threatening to take action that it did not intend to take; and

(e) Defendant violated §1692e(4) of the FDCPA by giving the representation or implication that nonpayment of any debt will result in the garnishment of the wages of Plaintiff, without intending to take said action; and

(f) Defendant violated §1692a(3) by calling Plaintiff's place of employment with knowledge or the reason to know that the consumer's employer prohibits the consumer from receiving such communication, without the prior consent of Plaintiff given directly to Defendant or the express permission of a court of competent jurisdiction; and

(g) Defendant violated §1692g(a)(1) of the FDCPA by failing to send written notification to Plaintiff that is received within five days of the initial communication, with said notification including the amount of the alleged debt that the Defendant was attempting to collect.

15. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

16. As a result of the foregoing violations of the FDCPA, Defendant is liable to the plaintiff Javonka Nelson for actual damages, statutory damages, and costs and attorney fees.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against defendant GC Services Limited Partnership, for the following:

- A. Actual damages.
- B. Statutory damages pursuant to 15 U.S.C. § 1692k.
- C. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k.
- D. For such other and further relief as the Court may deem just and proper.

DATED: September 24, 2012

RESPECTFULLY SUBMITTED,
By: /s/ Peter Cozmyk
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DEMAND FOR JURY TRIAL

Please take notice that plaintiff Javonka Nelson demands trial by jury in this action.